

of DUP Compressors Trading GmbH, 6845 Hohenems, Austria

1. APPLICABLE SCOPE OF THE GENERAL STANDARD TERMS AND CONDITIONS:

1.1. All of our business relations are established on the basis of the General Standard Terms and Conditions (in German: *allgemeine Geschäftsbedingungen*, abbreviated to AGB) set out below. These General Standard Terms and Conditions are applicable for all transactions with the customer, including future transactions.

1.2. If, in exceptional instances, other written and differently-worded agreements are concluded which are expressly agreed to and signed by both sides, then these deviations are applicable only for that individual business transaction.

1.3. General standard terms and conditions drawn up by the customer which are differently worded are hereby expressly refuted. There is no need for further contradiction of these in the individual instance. Our conduct is under no circumstances to be considered to be an acceptance of such terms and conditions, in particular including our silence, the sending of an order confirmation without reservations, or similar actions.

1.4. Our General Standard Terms and Conditions are deemed to be accepted at the latest on receipt of the performance of contract.

1.5. These General Standard Terms and Conditions are valid both for sales transactions and for contracts for works, to which they are to be applied analogously.

2. OFFER – CONCLUSION OF CONTRACT:

2.1. All offers are subject to change without notice and do not oblige us to render performance. All agreements and contracts shall only be binding on us, if the order confirmation and these General Standard Terms and Conditions, which we have sent, have been countersigned and returned to us. The documents are to be returned to us within two weeks from the date of our order confirmation, otherwise we shall not be bound to respect the agreed dates and deadlines. The definitive point in time is actual receipt of the documents by us. The same is applicable for verbal ancillary agreements and for subsequent changes to contract.

2.2. Where, however, we make delivery on the basis of orders given orally, by telephone or in writing (via fax or post), the customer may not invoke the provision that all contracts, agreements etc. only become binding for us with our written confirmation. For delivery based on orders given orally, by telephone or in writing (via fax or post), the consequences of possible mis-deliveries caused by mistakes in hearing the order or misunderstandings shall be borne by the customer.

2.3. We can refuse to accept an order without stating the reasons for refusal. Claims for liability of any kind arising from this are expressly excluded.

2.4. Where an order is accepted, the ability to pay and the creditworthiness of the customer are presumed to be good. We therefore reserve the right to withdraw from the contract if, following conclusion of same, facts should become known to us which are such as to seriously call into question the customer's ability to pay or which essentially diminish the customer's creditworthiness.

2.5. Orders received from a customer cannot be revoked by the customer.

2.6. Acceptance of an offer which we have submitted is only possible in respect of the full service being offered.

2.7. Documents, particularly illustrations, descriptions, drawings and brand information about our products and technical information are offered only for illustrative purposes and are not binding, insofar as they are not expressly labelled as binding. Information, technical advice and other details are provided to the best of our knowledge, on the basis of our experience, but are similarly non-binding and offered subject to exclusion of all liability. This applies correspondingly in connection with contract negotiations.

3. PRICES:

3.1. Our price lists are updated continuously. The prices quoted therein are subject to change without notice. It is solely the latest price list that is definitive. A customer cannot invoke inaccuracies and printing errors in these price lists.

3.2. Our prices are quoted net ex works. In all cases, VAT is to be added at the statutory rate.

3.3. Prices are based on costs at the time the price is indicated. Should these costs change by the time of delivery, these changes (either in the customer's favour or at his additional expense) are passed on to the customer.

4. DELIVERY - TRANSPORT – ACCEPTANCE OF RISK:

4.1. In the absence of an express agreement in writing deviating from this provision, our merchandise is deemed to be sold "ex works".

4.2. If the purchase order sets out no particular instructions for shipping, then the merchandise is transported as we see fit, but without any responsibility to use the cheapest mode of shipment. The dispatch route and the mode of transport are left to us to determine, subject to exclusion of all liability. Complaints regarding damage in transport are to be taken up by the customer immediately and directly with the transport company. Any liability on our part for non-timely transportation or for damage in transport is excluded.

4.3. The costs of dispatch, transport, insurance and possible packaging are pre-financed by us and invoiced to the customer, if no other arrangement has been agreed expressly and in writing. The customer also bears any customs charges and haulage charges arising.

4.4. Risk in all cases transfers to the customer at the time of handover to the shipper – of whatever kind (forwarding agent or carrier) – and at the latest on leaving the works or warehouse. This is also applicable in the case of delivery by us, carriage paid to a designated location, using our own or a third-party vehicle, in the event of part deliveries or where we have also taken on additional services.

4.5. Where dispatch is delayed for reasons for which the customer is responsible, the risk transfers to the customer from the day when the merchandise is ready for dispatch.

4.6. Prices offered carriage paid are contingent on open, unhindered transport on the respective transport routes. Dead freight is at the expense of the customer. It must be possible to drive delivery vehicles to the unloading point unhindered and with due regard to safe movement, and for the vehicle to be unloaded without delay. Where the customer breaches this obligation for safe movement, he shall be liable to compensate us for all resulting damages, including damage to the delivery vehicle and possible claims by third parties.

5. DEMONSTRATION MERCHANDISE:

If delivery of merchandise for demonstration purposes has been agreed, then delivery is made free of charge to the customer's address. The demonstration merchandise is to be returned to us in turn, free of charge, to our address, within the inspection period specified by us, with timely receipt of the merchandise by us being decisive. Where the merchandise is not received within the specified period, a purchase contract is automatically generated. The merchandise is to be paid for within 10 days from submission of the invoice. All provisions of these General Standard Terms and Conditions are applicable.

6. DELIVERY PERIODS:

6.1. Our information on delivery periods is offered by way of illustration and is fundamentally not binding. Claims by the customer for compensation due to delayed fulfilment are excluded.

6.2. The delivery period starts to run with the timely receipt by us of the signed confirmation of order and the signed copy of the General Standard Terms and Conditions (cf. Point 2.1.), but not before full clarification of all details of the finish required. If the customer needs to obtain or issue documents, official approvals, releases, or permissions, or to make an advance payment (cf. Point 10.), then the delivery period does not commence until all requirements and obligations are fulfilled by the customer, in particular, complete and demonstrable payment of the advance. This is also applicable if delivery periods and delivery dates have been expressly and firmly agreed. Furthermore, we are not bound by the delivery periods if the customer fails to respect the requirements and obligations concerning him subsequent to conclusion of contract, notably including the payment terms and conditions and all other necessary actions to collaborate, or imposes such. The obligation to respect delivery periods is in all instances subject to reservation of correct and timely upstream delivery to us.

6.3. Partial deliveries are permitted.

6.4. Where the customer does not fulfil his responsibilities and obligations (cf. Point 6.2.) in good time, then without further steps, the legal consequences of default in acceptance pertain. In the event of default in acceptance, we are entitled to compensation for all expenditures and damages caused by the delay or by the failure to undertake actions.

6.5. For possible other deadlines accepted by us for provision of services, the above arrangements are applicable analogously.

6.6. Measures for storage and the costs of storage which become necessary for reasons for which the customer is responsible, shall be at the customer's charge and expense and are deemed to constitute delivery.

6.7. Events due to *force majeure*, equipment failures, shortages of materials, strikes, transport problems, delivery problems involving upstream supplies, or circumstances occurring outside our possible sphere of influence, which make timely execution of the orders accepted impossible or unreasonable, cause our delivery periods to be extended appropriately (including deadlines for reworking or making substitute delivery) or release us for the duration of the hindrance or, as we see fit, also definitively from the obligation to make delivery, without this giving rise to claims for the customer due to our withdrawal from contract. We are only obliged to repay any advances received, without interest.

7. COMPLAINTS REGARDING DEFECTS - WARRANTY - LIABILITY:

7.1. We offer a guarantee that the condition of our products is in accordance with contract, conforming to the state-of-the-art at the time of concluding the contract and exclusively under these conditions. The guarantee period is 6 months from the time of handover in accordance with Point 4.4.

7.2. Complaints regarding defects are to be made without delay, and at the latest within 8 days following receipt of the merchandise, in writing by means of a registered letter or demonstrably by means of a fax, failing which the complaint is deemed invalid. The definitive date is that of the post stamp. Complaints of defects not received in good time or not in the correct form are deemed insignificant.

7.3. Slight deviations in dimensions and colours are not justified grounds for complaint. Where the complaint of defect is not made in good time or not in the format listed, then the merchandise is deemed to be accepted.

7.4. The assertion of counterclaims by way of compensation or retention of the purchase price or a part thereof due to complaints of defects of any kind which have been made, is excluded.

7.5. We may satisfy justified claims under guarantee through rectifying the defect, exchange without charge, a credit note with return of the defective contractual items or a price reduction, at our option.

7.6. All more far-reaching liability, except in the event of gross culpability which is to be proven by the customer, is excluded. In all instances, liability for indirect damages and economic losses, in particular due to default, impossibility of performance, lost profits, anticipated savings which have not been realised, damages from claims by third parties against the customer, indirect losses and loss of recorded data, is excluded.

7.7. No liability is accepted in particular in the following instances: inappropriate or inexperienced use, defective installation or start-up by the customer or third parties, natural wear and tear, deficient or negligent handling, improper maintenance, use of unsuitable resources, chemical or electrical influences and similar. The burden of proof for the non-existence of the aforementioned circumstances rests with the customer, who is in particular also required to demonstrate that the manufacturer's servicing instructions have been respected and the daily, weekly, monthly and annual checks carried out in accordance with the manufacturer's instructions.

7.8. Special arrangements for defects in used delivery items: deviating from the above provisions, the guarantee for redhibitory defects on used delivery items is excluded. This shall not apply in the event of a defect which has been concealed maliciously or of a breach of a warranty.

7.9. Warranty:

If a warranty is expressly agreed, then the following is applicable: the agreement of a warranty has the effect that a defect is rectified, irrespective of whether it was in existence at the time of handover, insofar as it only becomes evident during the warranty period and is demonstrably notified in writing during this period. In the event of a claim under warranty, only parts are exchanged without remuneration, whilst transport costs, labour charges and similar are to be borne by the customer. The arrangements set out in Point 7.7. are applicable analogously.

8. PAYMENT:

8.1. Payments are to be made in cash, without deductions.

8.2. In the absence of a written agreement deviating from this provision, payment is to be made either in advance, on receipt or following invoicing, at our option.

8.3. Where the customer defaults on an agreed payment or other benefit, we may either insist on fulfilment of the contract and

8.3.1. Postpone fulfilment of our own obligations until the customer's payments or other benefits in arrears are satisfied; or

8.3.2. Claim an appropriate extension of the delivery periods; or

8.3.3. Invoice for the total unpaid part of the purchase price; or

8.3.4. Impose interest on the arrears at the statutory rate or declare the intention to withdraw from contract, granting an appropriate grace period. This is without prejudice to our entitlement to lodge claims for compensation. In all instances we are entitled to supply outstanding deliveries only against advance payment, and to withdraw from all further contracts which have not yet been fulfilled. This is also applicable if circumstances arise which are such as to call into question the customer's creditworthiness or ability to pay.

8.4. Advance payments which have already been received are retained until the determination of any applicable payment by way of indemnification. Furthermore, we are entitled to demand the surrender of all merchandise which has not yet been paid in full.

8.5. The customer is not entitled to withhold payments for whatsoever cause, and in particular not on account of ostensibly incomplete delivery, ostensible warranty or guarantee claims or on account of other complaints of faults of whatsoever kind.

8.6. Offsetting with possible counter-receivables is not permitted at any time.

8.7. In the event of default by the customer, he shall be obliged to compensate us for all costs incurred in pursuing our claims, notably the costs of issuing formal warnings and the charges for interventions, collection charges and legal fees, whereby

payments being received are allocated firstly to the aforementioned costs, then to the interest and other ancillary charges, and

only, in the final instance, to the merchandise subject to retention of ownership. In the event of default, furthermore, all payment agreements and terms are set aside. After payment of the costs incurred, the payments are always allocated against the oldest receivables.

9. RETENTION OF OWNERSHIP:

9.1. The merchandise which we supply remains in our unrestricted ownership until complete settlement in cash of all liabilities under the business relations, including a possible outstanding account balance and the costs pursuant to Point 8.7. In the event of payment using a bill of exchange or cheque, the retention of ownership does not lapse with handover of the certificate, but only once it has been definitively paid in and with payment of all liabilities stated in sentence 1 of this clause.

9.2. We are entitled to insure the delivery items subject to retention of ownership or in joint ownership (cf. Point 9.4.) at the customer's expense for the reinstatement value against loss and other damages.

9.3. Merchandise delivered by us which has already been paid for but is still in the possession of the customer shall be liable, taking account of possible reduction in quality, for all receivables which are still open items.

9.4. The retention of ownership also extends to the items manufactured through processing. Where there is combination or mixing (union) with things not belonging to us, we acquire joint ownership of this new item in proportion to the value of our merchandise to the other united item, at the time of union. Our retention of ownership also extends to the new item.

9.5. Prior to transfer of ownership, the customer is not entitled to pledge the merchandise without our agreement, to assign it as a security, or similar. The customer is obliged to inform us and any potential agent of the court immediately, insofar as the merchandise is pledged or third persons lodge claims to the merchandise. In this case, more far-reaching claims are to be lodged, subject to reservation of our right in law, with our full receivables becoming immediately due, with revocation of all possible agreed payment periods.

9.6. The assertion of retention of ownership by us does not constitute withdrawal from contract.

9.7. The customer is entitled to sell on the merchandise subject to retention of ownership in the course of the normal conduct of business. However, he is obliged to secure our rights when selling on the merchandise subject to retention of ownership on credit through the agreement of a retention of ownership in accordance with the above provisions. In the event of selling-on, the customer hereby already assigns to us, as security for our entitlements, the receivables arising for him out of the onward sale of the merchandise subject to retention of ownership and other claims in respect of his customer (the second purchaser), along with all ancillary rights. Simultaneously with this onward sale, the customer is to inform the second purchaser of the cession of securities or is to record this in its books of account. The customer is obliged to provide us on request with all information and to provide documents necessary for the assertion of our rights in respect of the second purchaser.

10. DELAY IN ACCEPTANCE:

If our delivery is not accepted at the contractually-agreed time, then we are entitled to arrange for storage at the cost and risk of the customer. We are however also entitled to withdraw from the contract, with a grace period being set.

11. WITHDRAWAL BY THE CUSTOMER:

11.1. If default on delivery, in the sense set out in Point 6. of these Terms and Conditions, has come about through our fault and the customer has allowed us a suitable grace period with a threat of withdrawal from contract and this period has been exceeded, the customer is entitled to withdraw from contract in accordance with the statutory provisions.

11.2. The customer may demand cancellation of contract if full delivery has become definitively impossible for us prior to transfer of risk. The same applies where there is inability to perform the delivery.

11.3. If this impossibility arises during a delay in acceptance by the customer or through the customer's fault, then the customer remains obliged to counter-performance.

11.4. All other more far-reaching claims by the customer, in particular to compensation for damages of whatsoever kind, including for indirect damages, are excluded.

12. PLACE OF FULFILMENT - JURISDICTION – APPLICABLE LAW:

12.1. The place of fulfilment for delivery and payment is the registered office of our company. This is also applicable if the handover takes place at some other location, in accordance with the agreement.

12.2. The contractual relationship is subject to the law of the Federal Republic of Austria, to the exclusion of UN Sales Law.

12.3. The sole place of jurisdiction for all disputes arising from the contractual relationship is the court with responsibility in the matter for the registered office of our company.

13. SEVERABILITY CLAUSE:

Should individual provisions of this contract be or become invalid or unenforceable in law, this shall not affect the validity of the remaining provisions. In this eventuality, and in the event that a loophole in the provisions becomes evident, then in place of the invalid or unenforceable or missing provision, an appropriate arrangement shall be valid which, insofar as is possible in law, comes as close as possible to the intentions of the contractual parties or to that which they would have wished in accordance with the economic sense and purpose of the agreement, had they considered the point when concluding this agreement.